

**STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C.**

ATTORNEYS AT LAW

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BRUCE E. CHALKER\*\*  
DUSTIN T. JOHNSON\*\*  
MATTHEW J. DOWD\*\*

\*LIMITED TO MATTERS  
AND PROCEEDINGS BEFORE  
FEDERAL COURTS & AGENCIES  
\*\*REGISTERED PATENT AGENT  
\*\*\*SENIOR COUNSEL

June 21, 2001

WRITER'S DIRECT NUMBER:  
(202) 371-2673

INTERNET ADDRESS:  
[ICOVERT@SKGF.COM](mailto:ICOVERT@SKGF.COM)

The Honorable Director  
of Patents and Trademarks  
Washington, D.C. 20231

**Box Assignment**

Re: U.S. Patent Application  
Appl. No. 09/814,123; Filed: March 22, 2001  
For: Aryl Substituted Pyrazoles, Triazoles and Tetrazoles, and the  
Use Thereof  
Inventors: Hogenkamp *et al.*  
Our Ref: 1861.1270001/JMC/THN

Sir:

Applicants submit the following documents for appropriate action by the U.S. Patent and Trademark Office:

1. Recordation Form Cover Sheet (Form PTO-1595);
2. Assignment to CoCensys, Inc. (six total sheets), official recordation and return of which are respectfully requested;
3. Fee Transmittal Form (PTO/SB/17);
4. Our Check No. 31685 for \$40.00 to cover recordation fee (37 C.F.R. § 1.21); and
5. One (1) return postcard.

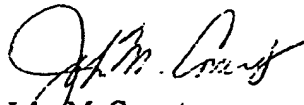
The Honorable Director  
of Patents and Trademarks  
June 21, 2001  
Page 2

It is respectfully requested that the attached postcard be stamped with the date of filing of these documents, and that it be returned to our courier. The U.S. Patent and Trademark Office is hereby authorized to charge any fee deficiency, or credit any overpayment, to our Deposit Account No. 19-0036.

If extensions of time under 37 C.F.R. § 1.136 other than those otherwise provided for herewith are required to prevent abandonment of the present patent application, then such extensions of time are hereby petitioned, and any fees therefor are hereby authorized to be charged to our Deposit Account No. 19-0036.

Respectfully submitted,

STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C.



John M. Covert  
Attorney for Applicants  
Registration No. 38,759

Enclosures

# FEE TRANSMITTAL for FY 2001

Patent fees are subject to annual revision.

## Complete if Known

Application Number	09/814,123
Filing Date	March 22, 2001
First Named Inventor	Derk J. Hogenkamp
Examiner Name	To Be Assigned
Group Art Unit	To Be Assigned
Attorney Docket No.	1861.1270001/JMC/THN

TOTAL AMOUNT OF PAYMENT (\$)**40.00**

## METHOD OF PAYMENT (check one)

1. ☐ The Commissioner is hereby authorized to charge indicated fees and credit any overpayment to:

Deposit Account Number

19-0036

Deposit Account Name

Sterne, Kessler, Goldstein & Fox P.L.L.C.

- ☐ Charge Any Additional Fee Required Under 37 CFR §§ 1.16 and 1.17

- ☐ Applicant claims small entity status See 37 CFR 1.27

2. ☒ Payment Enclosed:

- ☒ Check ☐ Credit card ☐ Money Order ☒ Other\*

\*Charge any deficiencies or credit any overpayments in the fees or fee calculations of Parts 1, 2 and 3 below to Deposit Account No. 19-0036.

## FEE CALCULATION

### 1. BASIC FILING FEE

Large Fee Code	Entity Fee (\$)	Small Fee Code	Entity Fee (\$)	Fee Description	Fee Paid
101	710	201	355	Utility filing fee	
106	320	206	160	Design filing fee	
107	490	207	245	Plant filing fee	
108	710	208	355	Reissue filing fee	
114	150	214	75	Provisional filing fee	
SUBTOTAL (1) (\$)					0.00

### 2. EXTRA CLAIM FEES

		Extra	Below	Fee Paid
Total Claims	25 - 25** =	0	X	=
Indep. Claims	5 - 5** =	0	X	=
Multiple Dependent				=
Large Fee Code	Entity Fee (\$)	Small Fee Code	Entity Fee (\$)	Fee Description
103	18	203	9	Claims in excess of 20
102	80	202	40	Independent claims in excess of 3
104	270	204	135	Multiple dependent claim
108	80	208	40	**Reissue independent claims over original patent
110	18	210	9	**Reissue claims in excess of 20 and over original patent
SUBTOTAL (2) (\$)				0.00

\*\* or number previously paid, if greater. For Reissues, see above

## FEE CALCULATION (continued)

### 3. ADDITIONAL FEES

Large Fee Code	Entity Fee (\$)	Small Fee Code	Entity Fee (\$)	Fee Description	Fee paid
105	130	205	65	Surcharge - late filing fee or oath	
127	50	227	25	Surcharge - late provisional filing fee or cover sheet	
139	130	139	130	Non-English specification	
147	2,520	147	2,520	For filing a request for ex parte reexamination	
112	920*	112	920*	Requesting publication of SIR prior to Examiner action	
113	1,840*	113	1,840*	Requesting publication of SIR after Examiner action	
115	110	215	65	Extension for reply within first month	
116	390	216	195	Extension for reply within second month	
117	890	217	445	Extension for reply within third month	
118	1,390	218	695	Extension for reply within fourth month	
128	1,890	228	945	Extension for reply within fifth month	
119	310	219	155	Notice of Appeal	
120	310	220	155	Filing a brief in support of an appeal	
121	270	221	135	Request for oral hearing	
138	1,510	138	1,610	Petition to institute a public use proceeding	
140	110	240	55	Petition to revive - unavoidable	
141	1,240	241	620	Petition to revive - unintentional	
142	1,240	242	620	Utility issue fee (or reissue)	
143	440	243	220	Design issue fee	
144	600	244	300	Plant issue fee	
122	130	122	130	Petitions to the Commissioner	
123	130	123	130	Petitions related to provisional applications	
126	180	126	180	Submission of Information Disclosure Stmt	
581	40	481	40	Recording each patent assignment per property (times number of properties)	40.00
146	710	246	355	Filing a submission after final rejection (37 CFR 1.129(a))	
149	710	249	355	For each additional invention to be examined (37 CFR 1.129(b))	
179	710	279	355	Request for Continued Examination (RCE)	
169	900	169	900	Request for expedited examination of a design application	
Other fee (specify):					
Other fee (specify):					
*Reduced by Basic Filing Fee Paid					
SUBTOTAL (3) (\$)					40.00

## SUBMITTED BY

## Complete (if applicable)

Name (Print/Type)	John M. Covert	Registration No. (Attorney/Agent)	38,759	Telephone	202-371-2600
Signature		Date	June 21, 2001		

WARNING: Information on this form may become public. Credit card information should not be included on this form. Provide credit card information and authorization on PTO-2038.

Burden Hour Statement: This form is estimated to take 0.2 hours to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner for Patents, Washington, DC 20231.

SKOF Rev. 11/13/00 mac

127-1.ASSIGN.RECORD.FEE.WPD

RECORDATION FORM COVER SHEET  
PATENTS ONLY

U.S. Department of Commerce  
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Derk J. Hogenkamp  
Phong Nguyen  
Ji Yang

Additional name(s) of conveying party(ies) attached? ☐ yes ☒ no

3. Nature of Conveyance:

☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: May 23, 2001; April 27, 2001; and  
April 30, 2001, respectively

2. Name and address of receiving party(ies):

Name: CoCensys, Inc.

Street Address: 213 Technology Drive

City: Irvine State: CA Zip Code: 92618

Country: United States of America

Additional name(s) & address(es) attached? ☐ yes ☒ no

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is \_\_\_\_\_

A. Patent Application No(s).

09/814,123

B. Patent No(s).

Additional numbers attached? ☐ yes ☒ no

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Sterne, Kessler, Goldstein & Fox P.L.L.C.

Internal Address: c/o John M. Covert

Street Address: 1100 New York Ave., N.W.  
Suite 600

City: Washington State: D.C. Zip Code: 20005-3934

6. Total number of applications and patents involved: 1

7. Total fee (37 C.F.R. § 3.41).....\$ 40.00

☒ Enclosed

☐ Authorized to be charged to Deposit Account

8. Deposit Account Number:

19-0036

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

John M. Covert  
Name of Person Signing  
Registration No. 38,759

Signature

Date

Total number of pages including cover sheet, attachments and document: 7

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents and Trademarks, Box Assignments  
Washington, D.C. 20231

## ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to each of the undersigned inventors: (1) Derk J. HOGENKAMP, (2) Phong NGUYEN, and (3) Ji YANG, the undersigned inventors hereby sell and assign to CoCensys, Inc. (the Assignee) his/her entire right, title and interest, including the right to sue for past infringement and to collect for all past, present and future damages:

check applicable box(es) ☒ for the United States of America (as defined in 35 U.S.C. § 100),  
☒ and throughout the world,

(a) in the invention known as Aryl Substituted Pyrazoles, Triazoles and Tetrazoles, and the Use Thereof for which application for patent in the United States of America has been executed by the undersigned on (1) May 13, 2001 (2) (3) (also known as United States Application No. 09/814,123, filed March 22, 2001), in any and all applications thereon, in any and all Letters Patent(s) therefor, and

*John*  
Reg. No.  
38,759  
6/21/01

(b) in any and all applications that claim the benefit of the patent application listed above in part (a), including continuing applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and

(c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

The undersigned inventors agree to execute all papers necessary in connection with the application(s) and any continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding application(s) thereof and also to execute separate assignments in connection with such application(s) as the Assignee may deem necessary or expedient.

The undersigned inventors agree to execute all papers necessary in connection with any interference or patent enforcement action (judicial or otherwise) related to the application(s) or any continuing (continuation, divisional, or continuation-in-part), reissue or reexamination application(s) thereof and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference or patent enforcement action.

The undersigned inventors hereby represent that he/she has full right to convey the entire interest herein assigned, and that he/she has not executed, and will not execute, any agreement in conflict therewith.

The undersigned inventors hereby grant Robert Greene Sterne, Esquire, Registration No. 28,912; Edward J. Kessler, Esquire, Registration No. 25,688; Jorge A. Goldstein, Esquire, Registration No. 29,021; David K.S. Cornwell, Esquire, Registration No. 31,944; Robert W. Esmond, Esquire, Registration No. 32,893; Tracy-Gene G. Durkin, Esquire, Registration No. 32,831; Michele A. Cimbalà, Esquire, Registration No. 33,851; Michael B. Ray, Esquire, Registration No. 33,997; Robert E. Sokohl, Esquire, Registration No. 36,013; Eric K. Steffe, Esquire, Registration No. 36,688; Michael Q. Lee, Esquire, Registration No. 35,239; Steven R. Ludwig, Esquire,

Registration No. 36,688; Michael Q. Lee, Esquire, Registration No. 35,239; Steven R. Ludwig, Esquire, Registration No. 36,203; John M. Covert, Esquire, Registration No. 38,759; and Linda E. Alcorn, Esquire, Registration No. 39,588 all of STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C., 1100 New York Avenue, N.W., Suite 600, Washington, D.C. 20005-3934; and Philip C. Strassburger, Esq., Registration No. 34,258 of Purdue Pharma L.P., One Stamford Forum, Stamford, CT 06901; power to insert in this assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

IN WITNESS WHEREOF, executed by the undersigned inventors on the date opposite his/her name.

Date: May 23, 2001

Signature of Inventor: \_\_\_\_\_

Derk J. Hogenkamp  
Derk J. HOGENKAMP

Date: \_\_\_\_\_

Signature of Inventor: \_\_\_\_\_

Phong NGUYEN

Date: \_\_\_\_\_

Signature of Inventor: \_\_\_\_\_

Ji YANG

## ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to each of the undersigned inventors: (1) Derk J. HOGENKAMP, (2) Phong NGUYEN, and (3) Ji YANG, the undersigned inventors hereby sell and assign to CoCensys, Inc. (the Assignee) his/her entire right, title and interest, including the right to sue for past infringement and to collect for all past, present and future damages:

check applicable box(es) ☒ for the United States of America (as defined in 35 U.S.C. § 100),  
☒ and throughout the world,

(a) in the invention known as Aryl Substituted Pyrazoles, Triazoles and Tetrazoles, and the Use Thereof for which application for patent in the United States of America has been executed by the undersigned on (1) (2) April 27, 2001 (3) (also known as United States Application No. 09/814,123, filed March 22, 2001), in any and all applications thereon, in any and all Letters Patent(s) therefor, and

*gmc 6/21/01*  
*Reg No.*  
*38,759*

(b) in any and all applications that claim the benefit of the patent application listed above in part (a), including continuing applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and

(c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

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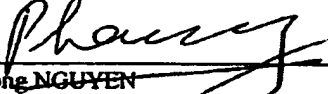
The undersigned inventors hereby represent that he/she has full right to convey the entire interest herein assigned, and that he/she has not executed, and will not execute, any agreement in conflict therewith.

The undersigned inventors hereby grant Robert Greene Sterne, Esquire, Registration No. 28,912; Edward J. Kessler, Esquire, Registration No. 25,688; Jorge A. Goldstein, Esquire, Registration No. 29,021; David K.S. Cornwell, Esquire, Registration No. 31,944; Robert W. Esmond, Esquire, Registration No. 32,893; Tracy-Gene G. Durkin, Esquire, Registration No. 32,831; Michele A. Cimbalà, Esquire, Registration No. 33,851; Michael B. Ray, Esquire, Registration No. 33,997; Robert E. Sokohl, Esquire, Registration No. 36,013; Eric K. Steffe, Esquire, Registration No. 36,688; Michael Q. Lee, Esquire, Registration No. 35,239; Steven R. Ludwig, Esquire,

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IN WITNESS WHEREOF, executed by the undersigned inventors on the date opposite his/her name.

Date: \_\_\_\_\_ Signature of Inventor: \_\_\_\_\_  
Derk J. HOGENKAMP

Date: 4/27/01 Signature of Inventor:   
Phong NGUYEN

Date: \_\_\_\_\_ Signature of Inventor: \_\_\_\_\_  
Ji YANG



## ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to each of the undersigned inventors: (1) Derk J. HOGENKAMP, (2) Phong NGUYEN, and (3) Ji YANG, the undersigned inventors hereby sell and assign to CoCensys, Inc. (the Assignee) his/her entire right, title and interest, including the right to sue for past infringement and to collect for all past, present and future damages:

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☒ and throughout the world,

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*June 6/21/01*  
*Reg. No.*  
*38,759*

(b) in any and all applications that claim the benefit of the patent application listed above in part (a), including continuing applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and

(c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

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Registration No. 36,688; Michael Q. Lee, Esquire, Registration No. 35,239; Steven R. Ludwig, Esquire, Registration No. 36,203; John M. Covert, Esquire, Registration No. 38,759; and Linda E. Alcorn, Esquire, Registration No. 39,588 all of STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C., 1100 New York Avenue, N.W., Suite 600, Washington, D.C. 20005-3934; and Philip C. Strassburger, Esq., Registration No. 34,258 of Purdue Pharma L.P., One Stamford Forum, Stamford, CT 06901; power to insert in this assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

IN WITNESS WHEREOF, executed by the undersigned inventors on the date opposite his/her name.

Date: \_\_\_\_\_ Signature of Inventor: \_\_\_\_\_  
Derk J. HOGENKAMP

Date: \_\_\_\_\_ Signature of Inventor: \_\_\_\_\_  
Phong NGUYEN

Date: 4/30/2001 Signature of Inventor:   
Ji YANG

STERNE, KESSLER, GOLDSTEIN & FOX PLLC  
ATTORNEYS AT LAW  
GOVERNMENT FEES ACCT.  
1100 NEW YORK AVE. NW, SUITE 800  
WASHINGTON, D.C. 20005

REMITTANCE ADVICE			

31685

15-122  
540

DOLLARS

THE SUM OF 40 DOLLARS 00 CTS

PAY

DATE 6/21/01

TO THE ORDER OF

COMM. OF PATENTS & TRADEMARKS

1861 237 000

AR

App'l- No. 09/814,123

6-90-32123

*John M. Conrad*

FIRST UNION BANK • WASHINGTON, D.C. 20005

CHECK AMOUNT  
40.00

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